

06/07/1996



1764989 - R8 SDMS

STATE OF COLORADO

DIVISION OF MINERALS AND GEOLOGY
Department of Natural Resources

Durango Field Office

484 Turner Drive, Bldg. F, Suite 101

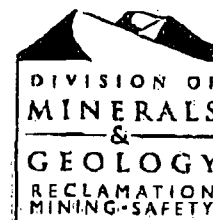
Durango, Colorado 81301

Phone: (970) 247-5062

FAX: (970) 247-5104

RECEIVED

SEP 17 1999

OFFICE OF THE
ATTORNEY GENERAL
NATURAL RESOURCES &
ENVIRONMENT SECTIONBill Owens
GovernorGreg E. Walcher
Executive DirectorMichael B. Long
Division Director

FACSIMILE TRANSMITTAL COVER SHEET

TO: NAME: Annette Quill
ORGANIZATION: AGO
FAX NUMBER: (303) 866-3558

FROM: NAME: Wally Erickson
PROGRAM: MINERALS: ☒ COAL: ☐ IMP: ☐ MINE SAFETY: ☐
DATE: 9/16/99 NUMBER OF PAGES TO FOLLOW: ~~17~~ 16
TIME TO BE SENT: ASAP: ☒ or NIGHT RATE: ☐

MESSAGE TO RECIPIENT:

Rico Stuff in 3 FAX groups

~~2nd Group~~

3rd Group

JUN 12 '96 04:40PM DIV/MINERALS&GEOLOGY

P. 2/17



Environmental Management Services Company
2301 Research Boulevard, Suite 103
Fort Collins, CO 80526
(970) 482-3100 • Fax: (970) 482-9619

Tom G. Over

RECEIVED

JUN 10 1996

Division of Minerals & Geology

June 7, 1996

Mr. Bruce Humphries
Director
Division of Minerals and Geology
Department of Natural Resources
1313 Sherman Street
Denver, CO 80203

RE: Your Letter of March 26, 1996

Dear Mr. Humphries:

This letter is written in response to your letter of March 26, 1996 (copy enclosed) which addressed my request for a determination of exemption from a Mined Land Reclamation Board Permit. The final information requirement is that copies of documents that will ensure that the area of extraction will be reclaimed to some beneficial post mining land use be submitted for review. The following documents are described below and copies are enclosed

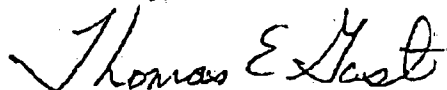
1.) Rico Area Borrow Revegetation Plan - The Revegetation Plan is included in the Contract's Scope of Work.

2.) Contract Article 23 Guarantee of Work - Article 23.1 addresses correction of work defects. Specifically if the borrow areas are not reclaimed or incorrectly reclaimed when compared to the Contract documents, ARCO shall require that the Contractor cure the defects. Article 23.6 requires that the Contractor provide a performance bond naming ARCO as Oblige. If the Contractor does not complete required reclamation, ARCO has the right to utilize a portion of the bond to see that reclamation is properly completed. (ARCO does not intend to waive the requirement for a performance bond.)

3.) Stormwater Permit Applications - These applications for the borrow areas require that ARCO maintain stormwater control measures in-place until vegetation is established to the satisfaction of CDPHE-Water Quality Division.

Please review the enclosed documents regarding ARCO's intention to reclaim the Rico Borrow Areas and the controls available to ensure that disturbed lands will be reclaimed to a beneficial land use. Thank you for your assistance in this matter and please contact me with any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Thomas E. Gast".

Thomas E. Gast
Principal

enclosure

JUL 12 '96 04:41PM DIV/MINERALS&GEOLOGY

P.4/17

STATE OF COLORADO

DIVISION OF MINERALS AND GEOLOGY
Department of Natural Resources

1313 Sherman St. Room 215
Denver, Colorado 80203
Phone: (303) 866-3567
FAX: (303) 832-6106



DEPARTMENT OF
NATURAL
RESOURCES

Mr. Thomas E. Gast
Environmental Management Services Co.
2301 Research boulevard, Suite 103
Fort Collins, CO 80526

March 26, 1998

Ray Romer
Governor
James S. Lochhead
Executive Director
Michael B. Long
Division Director

RE: Request for a determination as to whether an extraction activity should be exempt from a Mined Land Reclamation Board Permit.

Dear Mr. Gast:

I have reviewed the information you supplied the Division on March 26, 1996. It is the Divisions preliminary opinion, based on the information supplied that the activity you have described may qualify for an exemption and not need a Mined Land Reclamation Board permit.

However, before the Division can provide you a final opinion, we will need you to provide us a copy of any documents that will ensure that the area of extraction will be reclaimed to some beneficial post mining land use once extraction activities have been completed.

Please be aware that the Divisions determination that a permit is not needed is simply the Divisions opinion. It can be challenged by any party at a hearing before the Mined Land Reclamation Board. If you wish a Board determination and Board Order that specifically exempts the proposed operation, you should request a Declaratory Order hearing.

Sincerely,

H. Bruce Humphries,
Minerals Program Supervisor

cc: Jim Stevens
Is it mining? file

RICO AREA BORROW REVEGETATION PLAN

ST. LOUIS BORROW AREA

ARGENTINE BORROW AREA

CAYTON BORROW AREA

May 1996

RICO AREA BORROW AREA REVEGETATION PLAN

General

All operations will be applied on the contour where logistics and areal conditions allow. The exception to this would be slope preparation practices such as "dozer tracking", whereby the act of technique application results in a contour surface effect designed to inhibit erosion, cover seed, etc. Material, equipment, and technique specifications for ripping, seedbed material sampling, seedbed preparation, seeding, and mulching are presented in the document *Revegetation Plan for Proposed Voluntary Remediation of Mining-related Disturbances in Rico, Colorado* prepared by Cedar Creek Associates, Inc. in September of 1995 and submitted with the VCUP applications..

Soil Material Stockpiling

Assuming at least 12 inches of subsoil materials will exist over the borrow area following operations, sufficient material to resoil the entire borrow site to a depth of an additional 12 inches will be saved and stockpiled on site. Soil stockpiles will assume a low profile to minimize water erosion potential and, once constructed, will not be disturbed until the soil is to be redistributed on a graded surface. Compaction and contamination of soil stockpiles will be avoided. Stockpiles will be protected from operational disturbances to maintain their integrity. No stockpiles will be constructed in wetland/riparian zones.

Following soil stockpiling, the surface of the stockpiles will be left in a roughened condition to retard water erosion. Since the soil stored in the stockpiles will be replaced on graded areas within three to four months following stockpiling, vegetation stabilization will not be required.

Site Preparation

Prior to resoiling, the graded area will be ripped to a depth of at least 2 feet on 2- to 4-foot centers to eliminate the potential slippage plane between the subsoil base and the reapplied soil material. In addition, water bars or benches will be constructed at approximately 50-foot intervals on all slopes greater than 3H:1V to shorten slope lengths and decrease the potential for erosion.

Soil Material Replacement

During resoiling operations, soil will be redistributed in a manner which: (1) achieves an approximate uniform thickness consistent with safety requirements, post-mining land use objectives, and surface water drainage systems; (2) minimizes compaction and erosion of the soil resource; and (3) minimizes deterioration of the biological, physical, and chemical properties of the soil to the degree possible.

Soil will be applied in as thick of lifts as possible to minimize equipment passes over the resoiled area. All final grading will be completed along the contour, where safety conditions permit, to minimize erosion and maximize site stability. Ideally, soil will be applied on areas to be revegetated within one week prior to seeding. As noted above, an average of 12 inches of soil will be replaced over the entire disturbed site during resoiling operations.

Seedbed Preparation

Following soil application, composite soil samples will be collected for laboratory analysis and to obtain fertilizer recommendations. One set of composite samples representing the 0-12 to 12-24 inch depths (2 samples total) will be collected from the disturbed area. Following the receipt of sample analyses and fertilizer recommendations, fertilizer in the amounts specified will be broadcast over the seedbed and the seedbed roughened to incorporate the fertilizer into the seedbed. Seedbed roughening may be accomplished by disking, dragging or by hand-raking.

Seeding

Seeding of the disturbed area will follow seedbed preparation. Broadcast seeding will be completed over the entire disturbed area. The seed mixture depicted in Table 1 *Borrow Area Stabilization Mixture* will be used for the St. Louis and Argentine borrow areas and the Forest Service specified mixture depicted in Table 2 *Cayton Area Borrow Stabilization Mixture* will be used at Cayton. Seeding may be completed using hand-held "cyclone-type" broadcast equipment or by machine-mounted "rotary-type" equipment. Hydroseeding may also be used. If hydroseeding is employed, seed will be applied in an operation separate and prior to mulch application. Seed and mulch will not be applied in the same operation. Only certified seed of the named varieties will be used. The legume will be inoculated with the proper rhizobium prior to seeding.

TABLE 1
BORROW AREA STABILIZATION MIXTURE
ST. LOUIS AND ARGENTINE BORROW AREAS

Species	Preferred Variety(s)	Rate Lbs/Acre Broadcast	PLS Seeded/ Acre
Kentucky bluegrass <i>Poa pratensis</i>	Park	0.50	1,100,000
Mountain brome <i>Bromus carinatus</i>	Bromar	15.00	975,000
Slender wheatgrass <i>Agropyron trachycaulum</i>	Primar. San Luis	6.00	960,000
Streambank wheatgrass <i>Agropyron riparium</i>	Sodar	6.00	960,000
Cicer milkvetch <i>Astragalus cicer</i>	Lutana. Monarch	1.50	290,000
Totals =		29.00	4,285,000

TABLE 2
CAYTON BORROW AREA STABILIZATION MIXTURE

Species	Preferred Variety(s)	Rate Lbs/Acre Broadcast	PLS Seeded/ Acre
Annual ryegrass		3.00	
Mountain brome <i>Bromus carinatus</i>	Bromar	10.00	
Canadian wildrye		9.00	
Tufted hairgrass		3.00	
Totals =		25.00	

Mulching

Mulch will be applied to all disturbed areas following seeding. One of two mulching techniques will be used depending upon material and equipment availability. Straw can be applied at a rate of 2 tons per acre over the disturbed area and anchored either by the application of a tackifier or by netting, properly applied. On slopes of 3H:1V or less, the applied straw could also be anchored by crimping. In lieu of straw mulch, the disturbed area can be hydromulched at a rate of 2,000 lbs. per acre. A rate of 1,500 lbs. per acre may be used on disturbed areas with slopes of 3H:1V or less. Mulch anchoring will be accomplished through the addition of a tackifier included with the mulch slurry.

Schedule

Table 3: *Fall/Dormant Revegetation Schedule* depicts the preferred schedule for revegetating the borrow areas. This schedule may be modified somewhat to take into account site conditions and material/equipment availability.

TABLE 3
FALL/DORMANT REVEGETATION SCHEDULE

Reclamation Technique	Month											
	J	F	M	A	M	J	J	A	S	O	N	D
Grading, Ripping, Site Preparation												
Resoiling												
Seedbed Material Sampling									X	X		
Seedbed Preparation									X	X		
Fertilization										X		
Seeding										X		
Mulching										X		

JUN 12 '96 04:43PM DIV. NEPA/SGEOLOG

Post-it Max Note		10/1	Units: 5720	P. 01
To: <i>Tom</i>	From: <i>ED</i>			
Co/Dapt: <i>Rico Const.</i>	Co: <i>Contract</i>			
Phone: <i>915 Lee</i>	Phone: <i></i>			
Fax: <i>Perf. Bond Requirement</i>	Fax: <i></i>			

ARTICLE 21 ACCEPTANCE OF WORK

CONTRACTOR shall notify ARCO in writing when the Work has been completed. If, in the sole good faith discretion of ARCO, the Work conforms to all of the requirements of this Contract, ARCO shall accept the Work within 10 working days after receipt of such written notice. If, in the sole good faith discretion of ARCO, the Work or any portion of the Work does not conform to all of the requirements of this Contract, ARCO shall give CONTRACTOR notice of any nonconforming Work. Within five working days after receiving such notice from ARCO, CONTRACTOR shall correct all nonconforming Work or provide a mutually accepted written plan of work for correction of the nonconforming Work. Corrected Work shall be resubmitted for acceptance by ARCO and the above approval process shall be repeated until the Work is acceptable.

ARTICLE 22 INSPECTION**22.1 Materials Inspections**

ARCO may from time to time, at its sole good faith option, inspect and test certain materials or equipment. Therefore, in contracting for the purchase of any material or equipment that CONTRACTOR will use in the performance of the Work, CONTRACTOR shall obtain for ARCO from the vendor of such material or equipment the right to inspect all such material and the manufacture and fabrication thereof. Whether or not ARCO conducts such an inspection, ARCO shall also have the right to reject all materials or equipment that, in the sole good faith discretion of ARCO, fail to conform to either adequate manufacturing specifications, the specifications under which such materials or equipment were purchased or the specifications required for performance of the Work.

22.2 Field Inspection

Throughout the performance of the Work, ARCO shall have the right to designate one or more inspectors or engineers to inspect and test the Site and the progress of the Work. CONTRACTOR shall cooperate with such inspectors and engineers in order that the Work may be fully inspected and that ARCO may at all times be fully advised of the progress of the Work and the manner in which it is being performed.

22.3 Inspection Not Acceptance

CONTRACTOR expressly understands and agrees that any inspection by ARCO pursuant to this Contract shall be for ARCO's sole benefit and shall not be deemed an acceptance by ARCO of all or any portion of the materials or Work so inspected. CONTRACTOR further understands and agrees that no inspection by ARCO pursuant to this Contract or approval or failure to object to any portion of the Work shall relieve or release CONTRACTOR from any duties, obligations, or liabilities provided in this Contract.

ARTICLE 23 GUARANTEE OF WORK**23.1 Correcting Defects Prior to Completion**

If, at any time prior to Final Acceptance of the Work, any of the Work performed by CONTRACTOR, or any of the materials or equipment supplied by CONTRACTOR hereunder, or any portion thereof, is rejected by ARCO as unsound, improper, or failing in any way to conform to the provisions of this Contract, CONTRACTOR, upon receiving from ARCO written notice thereof, shall immediately make corrections in the Work to the good faith satisfaction of ARCO. CONTRACTOR shall bear the cost of such corrective action (including but not limited to any damage to other Work or property resulting from those defects or the curing of those defects) to the extent that the defects to be corrected are due to the negligence of CONTRACTOR or the failure of CONTRACTOR to comply with the provisions of this Contract.

23.2 Correcting Defects After Completion

If at any time during the three year period following either Final Acceptance of the Work or termination of this Contract under Article 25, whichever occurs later, any of the Work performed by CONTRACTOR fails to conform with the provisions of this Contract, CONTRACTOR, upon receiving from ARCO written notice thereof, shall immediately correct any such defective Work (including but not limited to any damage to other work or property resulting from such defective Work or the curing of such defective Work) so that it conforms to the provisions of this Contract to the good faith satisfaction of ARCO. CONTRACTOR shall bear the cost of all such corrective action.

23.3 Vendors' and Subcontractors' Guarantees

CONTRACTOR shall, for the protection of ARCO, procure from any and all vendors and subcontractors CONTRACTOR retains to perform any part of the Work, written guarantees with respect to the portion of the Work performed by such vendors and subcontractors that are no less protective to ARCO than those required from CONTRACTOR under sections 23.1 and 23.2. Such guarantees shall be made for the benefit of ARCO, and, if required, CONTRACTOR agrees to render reasonable assistance to ARCO for the purpose of enforcing such guarantees. Additionally, if any manufacturer or supplier of any equipment or material furnishes a guarantee or warranty for a period in excess of that required from CONTRACTOR pursuant to sections 23.1 or 23.2, CONTRACTOR's guarantee under such sections shall extend for a like period as to such equipment or material.

23.4 Responsibility for Direct Damages and Penalties

In addition to its obligation to perform corrective Work as provided in sections 23.1 and 23.2, CONTRACTOR shall be liable to ARCO for damages, to the extent such damages are caused by CONTRACTOR's negligence or CONTRACTOR's failure to perform its Work in accordance with this Contract, and which are actually incurred by ARCO in:

- i. repairing, replacing or correcting defective or damaged equipment, materials, and structures purchased, erected, or installed as part of the Work;
- ii. repairing, replacing or correcting any damage to other work or property caused by those defects or repairing, replacing or correcting those defects; and
- iii. paying penalties levied against ARCO for violation of any other health, safety, or environmental law or regulation.

23.5 No Limitation of ARCO's Rights

The guarantees contained in this Article shall not be construed to modify or limit, in any way, any rights or actions that ARCO may otherwise have against CONTRACTOR by law or statute, or in equity.

→ 23.6 Performance and Payment Bond

Unless expressly waived by ARCO, in writing, CONTRACTOR shall, within fourteen (14) days after the effective date of this Contract, but in all events prior to CONTRACTOR entering the Site, furnish to ARCO, in a form satisfactory to ARCO:

- i. A performance bond guaranteeing the performance of the Work under this Contract and naming ARCO as Obligor; and

ii. A labor and materials payment bond naming as Obligees:

a. ARCO;

b. Any person furnishing materials or performing labor in connection with the performance of Work; and

c. All other persons as their interest may arise.

ARTICLE 24 SUSPENSION OF WORK

ARCO may, at any time, without prior written notice, suspend all or any part of the Work for any reason. However, any oral notice of suspension of Work shall be followed as soon as practicable with written notice. CONTRACTOR shall cease all Work so suspended on the date specified by ARCO's Project Representative and shall take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the notice of suspension during the period of Work stoppage. Said suspension shall end when ARCO, by written notice to CONTRACTOR, either requires CONTRACTOR to resume the suspended Work or terminates that portion of the Work that has been suspended.

Only the following costs, reasonably and directly related to the suspended Work and approved by ARCO prior to expenditure, shall be payable to CONTRACTOR for any suspended Work during the period of such suspension:

- i. Costs to demobilize from the Site;
- ii. Costs of CONTRACTOR's key personnel and necessary support personnel;
- iii. Costs of ancillary items directly related to the suspended Work; and
- iv. Costs to remobilize to the Site to resume suspended Work.

Additionally, such costs shall not be payable to CONTRACTOR if ARCO suspends the Work because of CONTRACTOR's negligence, willful misconduct, failure to satisfactorily perform the Work, or breach of any provision of this Contract. ARCO shall not be liable to CONTRACTOR for any consequential or incidental damages which may arise from a suspension of Work.

ARTICLE 25 TERMINATION

25.1 With Cause

ARCO may terminate this Contract with cause if any of the following events occur:

- i. Within five days after receipt of ARCO's written notice to do so, CONTRACTOR fails to diligently conduct the Work;
- ii. CONTRACTOR commits a breach or default of any of its duties, liabilities, obligations, guarantees, representations or warranties hereunder and fails to proceed in good faith and with due diligence to cure or remedy such breach or default within five days after written notice thereof from ARCO; or
- iii. CONTRACTOR makes an assignment for the benefit of creditors; is adjudicated a bankrupt, or files a voluntary petition in bankruptcy or in corporate reorganization, or if a receiver is appointed for any of CONTRACTOR's assets.

STOUT 12 '96 04:44PM DIV2 ERLSAGEOLOGY

**ASSOCIATED WITH
SAND AND GRAVEL PRODUCTION
OPERATIONS (AND OTHER
NONMETALLIC MINERALS
EXCEPT FUEL)**

(Permit No. COG-500000)

Certification Number									
C	O	G	-	5	0				
Date Received								Fee Category	
Year		Month		Day					

Please print or type. Do not attempt to complete this form before reading the instructions.

1. Is this the correct application for your facility?? This application is only for the discharge of stormwater.

Do you discharge any of the following process generated wastewaters from your facility?

- ☒ No ☐ Yes Product wash waters
- ☒ No ☐ Yes Maintenance/equipment wash waters
- ☒ No ☐ Yes Transport waters (e.g., slurries)
- ☒ No ☐ Yes Scrubber waters (crushers or classifiers)
- ☒ No ☐ Yes Mine dewatering (groundwater and/or runoff from the mine)

If you answered Yes to any of these questions, do not complete this application. You must instead complete the Process Water and Stormwater Discharges Associated with Sand and Gravel application for this facility, which is available from the Division.

2. Name and address of permit applicant:

Company Name: Atlantic Richfield Company

Federal Taxpayer (or Employer) ID#: 2 3 0 3 7 1 6 1 0

Mailing Address: 444 South Flower Street

City, State and Zip Code: Los Angeles, CA 90071

Phone Number: (213) 486-2475

Who is applying for the permit? ☐ Owner ☒ Operator

Local Contact (familiar with facility): Richard A. Elliott

Title: Project Manager

Phone Number: (213) 486-2475

3. Location of the facility:

Street Address: Silver Creek Road

City, State and Zip Code: Rico, CO 81332

County: Dolores Name of facility: Argentine Borrow Pit

Legal Location (Township, Range, section, 1/4 section): T40N; R10W; S30; SW1/4

Latitude and Longitude: 37° 42' 00" 108° 00' 45"

Type of Facility: ☒ New (beginning operations after 10/1/92) ☐ Existing (as of 10/1/92)

5. **Receiving Stream:** The name of the receiving stream(s). (If discharge is to a ditch or storm sewer, also include name of the ultimate receiving waters.) Silver Creek to Dolores River

6. **Describe the industrial activities which take place on site.** Mining of borrow material for non-commercial (reclamation) purposes.

7. **Other Environmental Permits:** Does this facility currently have any environmental permits, or is it subject to regulation, under either of the following programs?

	No	Yes	Permit #
a) Colorado Discharge Permit System (CDPS or NPDES)	XX		
b) Colorado Mined Land Reclamation Board	XX		

If Yes, include MLRB permit anniversary date _____

8. STORMWATER MANAGEMENT PLAN

A Stormwater Management Plan (SWMP) *shall be prepared prior to application* for coverage under a general permit, and the following certification signed. See the SWMP requirements in Appendix A.

"I certify under penalty of law that a complete Stormwater Management Plan, in compliance with Appendix A of the application, has been prepared for my facility. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the SWMP is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for falsely certifying the completion of said SWMP, including the possibility of fine and imprisonment."

Richard A. Elliott

13/14/96

Signature of Permit Applicant

Date Signed

Richard A. Elliott

Project Manager

Name (printed)

Title

9. Signature of Applicant (legally responsible person)

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

Richard A. Elliott

13/14/96

Signature of Permit Applicant

Date Signed

Richard A. Elliott

Project Manager

Name (printed)

Title

STATION 13796 04:45PM DIV 7 FLS GEOLOGY

P. 13-17
Certification Number

C O G - 5 0

Date Received

Fee Category

Year Month Day

**ASSOCIATED WITH
SAND AND GRAVEL PRODUCTION
OPERATIONS (AND OTHER
NONMETALLIC MINERALS
EXCEPT FUEL)**

(Permit No. COG-500000)

Please print or type. Do not attempt to complete this form before reading the instructions.

1. Is this the correct application for your facility?? This application is only for the discharge of stormwater.

Do you discharge any of the following process generated wastewaters from your facility?

- ☒ No ☐ Yes Product wash waters
☒ No ☐ Yes Maintenance/equipment wash waters
☒ No ☐ Yes Transport waters (e.g., slurries)
☒ No ☐ Yes Scrubber waters (crushers or classifiers)
☒ No ☐ Yes Mine dewatering (groundwater and/or runoff from the mine)

If you answered Yes to any of these questions, do not complete this application. You must instead complete the Process Water and Stormwater Discharges Associated with Sand and Gravel application for this facility, which is available from the Division.

2. Name and address of permit applicant:

Company Name: Atlantic Richfield Company

Federal Taxpayer (or Employer) ID#: 2 3 0 3 7 1 6 1 0

Mailing Address: 444 South Flower Street

City, State and Zip Code: Los Angeles, CA 90071

Phone Number: (213) 486-2475

Who is applying for the permit? ☐ Owner ☒ Operator

Local Contact (familiar with facility): Richard A. Elliott

Title: Project Manager

Phone Number: (213) 486-2475

3. Location of the facility:

Street Address: Cayton Campground

City, State and Zip Code: North of Rico, CO 81332

County: Dolores

Name of facility: Cayton Borrow Area

Legal Location (Township, Range, section, 1/4 section): T41N; R10W; S33; SW1/4

Latitude and Longitude: 37° 45' 10"; 107° 58' 45"

Type of Facility: ☒ New (beginning operations after 10/1/92) ☐ Existing (as of 10/1/92)

JUN 12 1996 04:45PM DIV 4 REEPLSAGEOLOGY

c)

P. 15/17

5. **Receiving Stream:** The name of the receiving stream(s). (If discharge is to a ditch or storm sewer, also include name of the ultimate receiving waters.) Barlow Creek to Dolores River

6. **Describe the industrial activities which take place on site.** Mining of borrow material for non-commercial (reclamation) purposes.

7. **Other Environmental Permits:** Does this facility currently have any environmental permits, or is it subject to regulation, under either of the following programs?

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Richard A. Elliott

13 MAY 96

Signature of Permit Applicant

Date Signed

Richard A. Elliott

Project Manager

Name (printed)

Title

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Richard A. Elliott

13 MAY 96

Signature of Permit Applicant

Date Signed

Richard A. Elliott

Project Manager

Name (printed)

Title

STURM 12 35 04 45 PM DIV. M. PALSGEOLOGY

**ASSOCIATED WITH
SAND AND GRAVEL PRODUCTION
OPERATIONS (AND OTHER
NONMETALLIC MINERALS
EXCEPT FUEL)**

(Permit No. COG-500000)

P. 15/17							
Certification Number							
C	O	G	-	5	0		
Date Received						Fee Category	
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- ☒ No ☐ Yes Transport waters (e.g., slurries)
- ☒ No ☐ Yes Scrubber waters (crushers or classifiers)
- ☒ No ☐ Yes Mine dewatering (groundwater and/or runoff from the mine)

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Company Name: Atlantic Richfield Company

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Mailing Address: 444 South Flower Street

City, State and Zip Code: Los Angeles, CA 90071

Phone Number: (213) 486-2475

Who is applying for the permit? ☐ Owner ☒ Operator

Local Contact (familiar with facility): Richard A. Elliott

Title: Project Manager

Phone Number: (213) 486-2475

3. Location of the facility:

Street Address: Highway 145

City, State and Zip Code: Rico, CO 81332

County: Dolores

Name of facility: St. Louis Borrow Pit

Legal Location (Township, Range, section, 1/4 section): T40N; R11W; S25; NW1/4

Latitude and Longitude: 37° 42' 40"; 108° 01' 50"

Type of Facility: ☒ New (beginning operations after 10/1/92)

☐ Existing (as of 10/1/92)

a) JUN 12 '95 04:45PM DIV. 1 EPAL58GEOLOGY

c) _____

d) 17/17

5. Receiving Stream: The name of the receiving stream(s). (If discharge is to a ditch or storm sewer, also include name of the ultimate receiving waters.) Dolores River

6. Describe the industrial activities which take place on site. Mining of borrow material for non-commercial (reclamation) purposes.

7. Other Environmental Permits: Does this facility currently have any environmental permits, or is it subject to regulation, under either of the following programs?

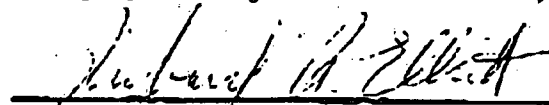
	No	Yes	Permit #
a) Colorado Discharge Permit System (CDPS or NPDES)	XX		
b) Colorado Mined Land Reclamation Board	XX		

If Yes, include MLRB permit anniversary date _____

8. STORMWATER MANAGEMENT PLAN

A Stormwater Management Plan (SWMP) shall be prepared prior to application for coverage under a general permit, and the following certification signed. See the SWMP requirements in Appendix A.

"I certify under penalty of law that a complete Stormwater Management Plan, in compliance with Appendix A of the application, has been prepared for my facility. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the SWMP is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for falsely certifying the completion of said SWMP, including the possibility of fine and imprisonment."



Signature of Permit Applicant

13MAY96

Date Signed

Richard A. Elliott

Project Manager

Name (printed)

Title

9. Signature of Applicant (legally responsible person)

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."



Signature of Permit Applicant

13MAY96

Date Signed

Richard A. Elliott

Project Manager

Name (printed)

Title